

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Award RFP-600227-07/GMG – Real Estate Acquisition Services Agreement for Chapman Road Improvement Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award RFP-600227-07/GMG – Real Estate Acquisition Services Agreement for Chapman Road Improvement Project to The Tiece Company, Debary.

County-wide

Ray Hooper

BACKGROUND:

RFP-600227-07/GMG will provide for a professional real estate acquisition consultant to complete property acquisitions of project parcels for the Chapman Road Improvement Project. This project consists of widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide.

The project was publicly advertised and the County received seven (7) submittals in response to the solicitation:

American Acquisition Group, L.L.C., Tampa
Florida Acquisition & Appraisal, Inc., Tampa
HDR Acquisition Services, Inc., Tampa
Independence Acquisition & appraisal, LLC (IAA), Temple Terrace
O.R. Colan Associates, Ft. Lauderdale
PARARA Services, Inc., Edgewater
The Tiece Company, Debary

The Evaluation Committee which consisted of Neil Newton, Major Project Acquisition Coordinator; David Nichols, P.E., Principal Engineer (who was later replaced by Brett Blackadar, Project Manager/Principal Engineer); and David Shields, Assistant County Attorney, evaluated the proposals. Consideration was given to the following criteria: qualifications of the firm/individual(s); approach to work; and fee schedule.

The Committee short-listed and interviewed the top three (3) firms: HDR Acquisition Services, Inc., Tampa; O.R. Colan & Associates, Ft. Lauderdale; and The Tiece Company, Debary. Consideration was given to the following criteria: fee schedule; approach to work and demonstration of understanding requirements; delineated experience; and qualifications as related to real estate acquisition.

Authorization for performance of professional services by Consultant under this agreement

shall be in the form of written Purchase Orders issued by the County. Each order shall describe the services required, state the dates for commencement and completion of the work and establish the amount and method of payment.

The agreement shall take place on the date of its execution and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement project whichever comes first. The estimated not-to-exceed amount for this project is \$150,000.00.

STAFF RECOMMENDATION:

Staff recommends the Board to award RFP-600227-07/GMG- Real Estate Acquisition Services Agreement for Chapman Road Improvement Project to The Tiece Company, Debary.

ATTACHMENTS:

1. Tabulation Sheet/Status
2. Ranking - Interviews
3. Agreement
4. Ranking of Proposals

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL		ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. PAGE: 1 of 1
RFP NUMBER: RFP-600227-07/GMG		
RFP TITLE: Real Estate Acquisition Services for Chapman Road Improvement Project		
DUE DATE: April 14, 2008		
Response 1	Response 2	Response 3
American Acquisition Group, LLC 5600 Mariner Street, Suite 104 Tampa, FL 33609 (813) 287-8191 – Phone (813) 287-8272 D. Wade Brown	Florida Acquisition & Appraisal, Inc. 2109 E. Palm Avenue Suite 104 Tampa, FL 33605 (813) 241-6354 - Phone (813) 241-6395 John J. Curatelli, Jr.	HDR Engineering Inc. 5426 Bay Center Drive, Suite 400 Tampa, FL 33609 (813) 282-2300 – Phone (813) 282-2449 - Fax Larry Low, PE

Response 4	Response 5	Response 6	Response 7
Independence Acquisition & Appraisal, LLC (IAA) 940 N. Riverhills Drive Temple Terrace, FL 33617 (813) 980-3997– Phone (813) 315-6211 Kelly Joslin	O.R. Colan Associates 439 NE 7 th Avenue Ft. Lauderdale, FL 33301 (888) 420-4090 - Phone (954) 463-3017 - Fax Stephen J. Toth	PARARA Services 602 W. Indian River Blvd., Suite 6 Edgewater, FL 32132 (386) 427-1448 – Phone (386) 427-1585 - Fax Lola L. Hardman	The Triage Company Suite 4, Bank America Bldg. 150 US Hwy 17-92 DeBary, FL 32753 (386) 668-2553 – Phone (386) 668-2553 – Fax Steven Triage

Tabulated and posted by : Gloria M. García - 4/14/2008 @ 4:38 PM

Shortlisted Firms:HDR Engineering; O.R. Colan Associates; The Triage Company (Posted 4/30/2008 – 12:40 PM)

Interviews: May 12, 2008 (1:00 PM – 4:00 PM)

Recommendation of Award: The Triage Company - BCC Award Date: June 10, 2008

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **The Tiece Company**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

37

Flexibility, he has ready to cost savers - won't bill if he is working - no fixed overhead. Very reasonable hourly fee. Did Cross Street Transit @ half the proposed budget.

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

28

Stressed that property owners want to be listened to by you. He is very familiar with Chapman practices and needs. Offered initial advisory services to find out about issues on transit. Good answer to issue re power lines.

Criteria: Delineated experience related to the services (20%)

19

Working for City of Decatur including 4/9/88 project. Knows Chapman Rd Community very well. Did several Transit project in the past including Canal/Eaton Park.

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

9

One-man shop. Used to work for County + FDOT as an agent. Very good response to question about work-load / time management. Used to be a State licensed real-estate appraiser - allows him to explain appraisals to property owners.

TOTAL POINTS:

93

RANKING:

1

EVALUATION COMMITTEE MEMBER:

Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **HDR Engineering, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

With the inspections w/ appraiser. They came in close to budget on G-15. They said they will not bill the proposed rate which is high. The bond costs from Tampa could be an issue.

35

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Propose 14 month schedule. Very good discussion on project along project. Detailed for them. Have discussion. Have team strategy meeting and attend approval review mtgs. Not in several projects. Use regular other program to settle quickly. Prioritize by projects @ start.

29

Criteria: Delineated experience related to the services (20%)

Worked on C-15 for Seminole County. Same staff as C-15 project team. Team has a lot of experience on other projects.

19

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

They can provide appraisal review services if needed. Team appears qualified.

9

TOTAL POINTS: 92

RANKING: 2

EVALUATION COMMITTEE MEMBER: Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **O.R. Colan Associates**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Rates are fairly reasonable. Got questions by convincing property owner project is a profit. Local office in Seminole Co. no travel time. Use incentives to save long term legal fees. 35

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Good overview of project & issues. Presenter was not clear on full of the details. Good handouts showing plans. Not a lot of detail specific to project discussed. Lots of general discussion. Had a detailed schedule for project - propose to finish project a few months early. Propose to use incentives. 25

Criteria: Delineated experience related to the services (20%)

Each team member has 20 yrs of experience. PM did SR 406 acquisition when he was FDOT and is familiar w/ the area. Have not done a job for Seminole County. 17

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Staff has Seminole County experience w/ FDOT. 40 yrs in business. 9

TOTAL POINTS: 86

RANKING: 3

EVALUATION COMMITTEE MEMBER: Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: The Tiece Company

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

(38)

1 HOURLY RATE COMBINED WITH EFFICIENCY

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

(30)

INVOLVED AS EARLY AS APPRAISAL INSPECTION TO BEGIN DIALOGUE WITH OWNERS
AND CAN TALK IN LAMEN'S TERMS WITH OWNER REGARDING APPRAISAL AND
BET KNOWS APPRAISERS PROFESSIONAL TECHNOLOGY

Criteria: Delineated experience related to the services (20%)

(18)

IS VERY EXPERIENCED RELATED TO SERVICES / HAVE WORKED IN
AREA FOR 20 YEARS AND KNOW THOSE IN REAL ESTATE MARKET
UNDERSTANDS APPRAISALS VERY WELL

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

(9)

IS EXTREMELY QUALIFIED AND KNOWLEDGEABLE OF PROJECT AREA

TOTAL POINTS: 95

RANKING: 1

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: HDR Engineering, Inc.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

_____ (35)

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

PRESENTED INFORMATIVE APPROACH TO PROJECT PARCELS
SOLID UNDERSTANDING OF PROJECT _____ (28)

Criteria: Delineated experience related to the services (20%)

EXPERIENCED AND WELL QUALIFIED FOR NEEDED ACQUISITION SERVICES _____ (19)

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

VERY QUALIFIED TO PERFORM ACQUISITION SERVICES _____ (9)

TOTAL POINTS: 91

RANKING: 2

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: O.R. Colan Associates

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

CAN REDUCE COSTS BY BEING LOCAL

36

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

HAVE RESEARCHED PROJECT TO IDENTIFY SOME NEGOTIATION ISSUES

27

Criteria: Delineated experience related to the services (20%)

DEMONSTRATES THE NEEDED EXPERIENCE TO PROVIDE THE NEEDED SERVICE

18

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

~~HE~~ IS QUALIFIED TO PERFORM ACQUISITION SERVICES

8

TOTAL POINTS: 89

RANKING: 3

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: The Tiece Company

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Low overhead, no need to run up billing hours. Aim to bill less than estimate 38

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Very familiar of Orem's real estate market & people. Seem to have a good negotiating technique. Will work w/ appraiser early on to determine non-monetary issues. Organized to work efficiently 28

Criteria: Delineated experience related to the services (20%)

Has many years experience in Lemmon County. Very well connected in Lemmon County 18

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Very well qualified. Has been an appraiser as well as a broker, but only a broker now. Seem to have very good negotiating skill & track record 9

TOTAL POINTS: 93

RANKING: 1

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: HDR Engineering, Inc.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Has negotiation strategy to save money on acquisition. Hourly rates for persons who would actually do work appear reasonable though rates are a bit on the high side.

33

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Provided excellent sub packages for C15
Has already done a detailed analysis of all of the parcels

28

Criteria: Delineated experience related to the services (20%)

Has handled several projects successfully
Can provide appraisal review services - Have
NAI's of considerable experience.

15

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Has considerable experience from C15
acquisition

8

TOTAL POINTS: 84

RANKING: 2

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: O.R. Colan Associates

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Located close to project; reduced travel time & mileage. Detailed time sheet, accountable for. May have kept overhead, bureaucratic issues

30

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Has studied area & talked to some of the property owners. Handled FDOT acquisition on 426; familiar w/ area. Has set up a timeline for the process.

25

Criteria: Delineated experience related to the services (20%)

Average 20 years experience for a considerable number of people.

12

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Also working with Orlando - Sanford project

7

TOTAL POINTS:

74

RANKING:

3

EVALUATION COMMITTEE MEMBER:

DAVID SHIELDS

REAL ESTATE ACQUISITION SERVICES AGREEMENT
(RFP-600227-07/GMG)
CHAPMAN ROAD IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE TRIECE COMPANY**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 530598, Debary, Florida 32753-0598, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide real estate acquisition services for the Chapman Road Improvement Project in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and


WHEREAS, CONSULTANT is competent and qualified to furnish real estate acquisition services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as con-

tained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement Project, whichever comes first. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT.  A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Purchase Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Purchase Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:



(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.


(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not  authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Purchase

Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Purchase Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value; provided, however, the COUNTY reserves the right to require retainage for Purchase Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case the Purchase Order shall be treated as any other Purchase Order with retainage for payment purposes.

(f) Each Purchase Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes

and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.



SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.


SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is  due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform

must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.


SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that  it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT caused by CONSULTANT.

SECTION 19. INSURANCE.



(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or

replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**


(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY,  CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(2) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which the parties had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.



SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.



SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all

statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771



For CONSULTANT:

The Triage Company
P.O. Box 530598
Debarry, Florida 32753-0598

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

[ATTESTATIONS ON PAGE 21 OF 21]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

THE TRIECE COMPANY

Witness

Print Name

Witness

Print Name

By: _____
STEVEN M. TRIECE

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk
5/14/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600227.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

Exhibit A

PROJECT DESCRIPTION: Widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide. This project is approximately 1.7 miles in length.

The real estate firm or individual hereinafter referred to as "CONSULTANT", will be responsible for assembling all professional experts necessary to complete the property acquisition process. CONSULTANT must have experience in, but not limited to, complex property negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings.

SCOPE OF SERVICES: Professional property acquisition consultant shall provide support services to the County to complete property acquisition of project parcels for the CHAPMAN ROAD – Road Improvement Project. Consultant shall have experience in, but not limited to, the following duties: complex property acquisition negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings. Consultant shall also be called upon to perform the previous mentioned duties in providing support services as it relates to this project.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE

ORDER DATE

REQ. NUMBER

ANALYST


VENDOR NUMBER

Exhibit B

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM#	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
 <p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p>					
REQUESTING DEPT/DIV				TOTAL AMOUNT	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Exhibit C

HOURLY RATE FEE SCHEDULE:

Hourly rate of \$ 125.00 for all time worked including travel to meetings and site visits, billed in increments of not less than .25 hour., for Steven Tiece.

and ,

Travel required by Seminole County outside of Seminole/Orange and Volusia Counties shall be pre-approved by Seminole County and reimbursed in the pre-approved amounts. International telephone calls, domestic/international delivery service (UPS/FEDEX) and copies of large size prints will be reimbursed to The Tiece Company at their cost. Seminole County will provide title searches, title commitments, title insurance, closing fees, appraisals, appraisal reviews, contract forms, title releases, right-of-way maps and construction plans required for the project. If directed by Seminole County to provide copies of appraisals, right of way maps and construction plans to property owners and/or their attorney, then the cost of reproduction of the copies shall be reimbursed to The Tiece Company.

EXHIBIT D

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation submitted to Seminole County Purchasing and Contracts Division, either actually or by specific identification in writing, in support of **RFP-600227-07/GMG** are accurate, complete, and current. This certification includes the wage rates and other factual unit costs supporting any Release Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: The Tiece Company.

Signature _____

Name _____
Steven M. Tiece

Title _____
President

Date of execution _____

RFP-600227-08/GMG- Real Estate Acquisition Services for Chapman Road Improvement Project

EVALUATORS	American Acquisition Group	Florida Acquisition & Appraisal, Inc.	HDR Engineering, Inc.	Independence Acquisition & Appraisals, LLC	O.R. Colan Associates	PARARA Services	The Tiece Company
Shields, David	75	70	80	62	77	76	82
Nichols, David	81	83	93	88	89	87	95
Newton, Neil	91	95	94	95	94	94	97
TOTAL POINTS	247	248	267	245	260	257	274
RANKING	6	5	2	7	3	4	1